UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

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Plaintiff.

Civil Action No.:

Hon:

vs.

Maurice Taylor,

Defendant.

GOODMAN & POESZAT, PLLC
Jeffrey G. Poeszat (P51370)
Attorneys for the United States of America
20300 West 12 Mile Road, Suite 201
Southfield, MI 48076
248/750-0500

COMPLAINT

The United States of America, Plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution, 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Wayne County, Michigan within the jurisdiction of this Court and may be served with service of process at 19946 Strasburg, Detroit, MI, 48205-1636.

The Debt Loan #I 2011A55845

3. The debt owed to the United States of America is as follows:

A. Current principal balance (after application	
of all prior payments, credits, and offsets):	\$4,887.73
B. Current capitalized interest balance and accrued interest:	\$7,795.78
C. Administrative Fee, Costs, Penalties:	\$0.00
D. Credits previously applied	
(Debtor payments, credits and offsets):	\$0.00
Total Owed	\$12,683.51

The Certificate of Indebtedness, attached as Exhibit B, shows the total owed excluding attorney's fees and Court costs and related charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 3.54% per annum from the date stated in Exhibit B. The promissory notes which are at issue are attached as Exhibit A, hereto.

WHEREFORE, Plaintiff prays that the Court enter Judgment in its favor and against Defendant in the amount of \$12,683.51, plus recoverable costs, interest and attorney fees.

The Debt Loan #II 2011A55833

- 4. Plaintiff incorporates Paragraphs 1 3 as set forth herein verbatim.
- 5. The debt owed to the United States of America is as follows:

A. Current principal balance (after application	
of all prior payments, credits, and offsets):	\$2,809.56
B. Current capitalized interest balance and accrued interest:	\$4,801.89
C. Administrative Fee, Costs, Penalties:	\$0.00
D. Credits previously applied	
(Debtor payments, credits and offsets):	\$0.00
Total Owed	\$7.611.45

The Certificate of Indebtedness, attached as Exhibit D, shows the total owed excluding attorney's fees and Court costs and related charges. The principal balance and the

interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets.

Prejudgment interest accrues at the rate of 8.0% per annum from the date stated in Exhibit D.

The promissory notes which are at issue are attached as Exhibit C, hereto.

WHEREFORE, Plaintiff prays that the Court enter Judgment in its favor and against Defendant in the amount of \$7,611.45, plus recoverable costs, interest and attorney fees.

Failure to Pay

- 6. Plaintiff incorporates Paragraphs 1 5 as set forth herein verbatim.
- 7. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, the United States of America prays for judgment:

- A. For the sums set forth in Paragraph 3 above, in the amount of \$12,683.51, plus the sums set forth in Paragraph 5 above, in the amount of \$7,611.45, for a cumulative total of \$20,294.96, plus prejudgment interest through the date of judgment, all administrative costs, and service of process costs allowed by law, and post-judgment interest at the legal rate, pursuant to 28 U.S.C. § 1961.
 - B. For attorneys' fees and costs allowed by law or contract; and
 - C. For such other relief which the Court deems proper.

Respectfully submitted,

GOODMAN & POESZAT, PLLC

By: s/ Jeffrey G. Poeszat
Jeffrey Poeszat, Bar No. (P51370)
20300 W 12 Mile Road, Suite 201
Southfield, Mi 48076
Telephone No. 248/750-0500
Fax No. 248/750-0508
jpoeszat@goodmanpoeszat.com

July 20, 2011

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #2 OF 2

Maurice Taylor 19946 Strasburg Detroit, MI 48205-1636 Account No. XXXXX7384

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 04/14/11.

On or about 02/18/87, the borrower executed promissory note(s) to secure loan(s) of \$4,000.00 from First Bank (Milwaukee, WI). This loan was disbursed for \$4,000.00 on 09/29/87, at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by Higher Education Assistance Authority, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The borrower defaulted on the obligation on 05/19/89, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$4,887.73 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on 02/02/93, assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal: \$ 4,887.73 Interest: \$ 7,795.78

Total debt as of 04/14/11: \$12,683.51

Interest accrues on the principal shown here at the current rate of 3.54 percent and a daily rate of \$0.47 through June 30, 2011, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

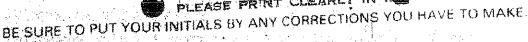
Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: (5) Loan Analyst

Litigation Support

Peter La Roche Loan Analyst

PLEASE PRINT CLEARLY IN I



AUXILIARY LOAN TO ASSIST STUDENTS (ALAS)

A IMPORTANT - READ THIS INFORMATION CARE-ULLY

The terms "I" and "me" refer to the borrower

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b) the check disbursement date:

e) repayment terms, if principal to the check disbursement date:

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c. REPAYMENT

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rests of separated in Section E.

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chair request, and the lender may grant me, a repayment period sticite; than the chair expert is may later choose to have the repayment period extended to 5 years. In that event is may later choose to have the repayment period extended to 5. whichover is 1848

The barricular terms and conditions of replayment that apply to this loan will be set forth a separate Loan Disclosure. If I have more than one ALAS loan the loans may be combined and the replayment refins will also be disclosed in a separate Repayment.

will contact the Cender prior to expiration of the period of deferment to negotiate the And contact the Lender prior to expiration of the period of deferment to regot ate the terms of epayment in replacitude so fauthorize the Lender to establish repayment terms with in the guidelines set forthing paragraph 2, without my further approval. Now-law my deriger must inform the sin the terms in writing at the lastest appreciable have previously executed the Lender.

My obligation to repay this span shall be carefulled it lifting to become totally and permanent to sable to

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D DEFERMENT OF PAYMENT

to regardistal has authorized by the Actisee Section Line payments on this load may be deferred. The matalines currently authorized by the Actisee described on the reverse of the Note if issess, in programment Lagree to comply with the interactioners regulations and the Rules and Reputations of the Africational without omitation submission of required forms to the render.

the Lember (which reserves the payment of interest during any being of determent, which may take the served of periodic basis in the add to the principal behavior of the loan tender may take the control of the contro

E. MODIFICATION OF REPAYMENT TERMS

B: BRODIFICATION OF REPAYMENT TERMS

(i) amounably to read this boar in accordance with the terms of this Notice in average set my center to mooth the setterns. My tender may but is not required to afrom any stitue for eximple 11. A short condition of time to which havened a re-waived 2. A reasonably extension of time for making payments 3). The making to a making payments than we're originally is cheduled.

No such modification shall affect my continuing obsigation to pay interest.

EXHIBIT A

MEAF FORM A263" 38 85

F DEFAULT & ACCELERATION

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option at a latter date. If I default, the lender may endorse this Note to HEAF. I will then be required to pay HEAF all amounts owed

G. CREDIT BUREAU NOTIFICATION

It I default on this loan, the lender of HEAF may report the default to redit bureau organizations. This may significantly and adversely effect my credit rating. It is lender must provide information on the repayment status of this loan to any credit bureau arganization upon my request. If not otherwise prohibited by law, the lender may disclose information about the status of this loan to any credit bureau organizations.

H. LATE CHARGES

H. LATE CHARGES

It permitted by law, the lender may collect from me: late charge if it an to make any part of any installment payment within 10 days after its due, unless I provide documentation that I am any installment payment within 10 days after its due, unless I provide documentation that I am any installment which ever an installment which ever an installment which ever an installment is less.

I GENERAL

I understand that the lender has applied for a guerantee of this to an through the Higher Education Assistance Foundation (HEAF) and because of this, the toen is subject to and the terms of this Note will be interpreted in accordance with, Sub-chapter IV. Part B of the Higher terms of this Note will be interpreted in accordance with, Sub-chapter IV. Part B of the Higher Education Act of 1955 (the "Act") as amended, lederal regulations adopted under the Act, and the Roles and Regulations of HEAF. To the extent not governed by tederal law, this Note shall be governed by the laws of the jurisdiction in which the lender is acasted.

(a) DO NOT SIGN THIS PROMISSORY NOTE BEFORE YOU READ IT
(b) YOU ARE ENTITLED TO A COPY OF THIS PROMISSORY NOTE.
(c) YOU MAY PREPAY THE UNPAID BALANCE AT ANY TIME WITHOUT PENALTY.
(d) IF YOU HAVE ANY QUESTIONS OR WISH TO CANCEL THIS LOAN 1) DO NOT CASH
THE LOAN CHECKIS) AND 2) CONTACT YOUR LENDER.

COP-18 1081

			Today - Date
Your indorser's Signatur	the fit south		
Addition years a contract	A	 	•

Your Indorser's Address; City, State and 789 Code

The above signed indorser signs this Promissory Note in the capacity of an indorser within the meaning of the Uniform Commercial Code. As such, the undersigned hereby waives demand presentment for nayment, notice of nonpayment, protest, and notice of protest, and acknowledges and agrees that the Lender has expressly reserved its rights against the undersigned edges and agrees that the Lender has expressly reserved its rights against the undersigned notwithstanding deferment of payment in accordance with Section D of this Note or modification of repayment terms in accordance with Section E of this Note.

LENDER COPY

Case 5:11-cv-13195-JCO-LJM ECF No. 1, PageID.7 Filed 07/25/11 Page 7 of 10

DEFERMENT OF REPAYMENT

Funderstand that is certain instances authorized by the ACT the payments that I'am required to make a nace Section B may be deferred. Payments of proceipal on my lead will be deferred after the repayment period because of circumstances lested below, provided a comply with the procedural requirements are forth in the regulations governing the Auxiliary Loan to Assist Students (A'AS).

- 1. Whole faur enroded in 🐃
 - A Full time study at a school matus participating in the ALAS program. (However, long extremt or nationals must attend so to the distribute of the U.S.J.,
 - B cult time study at an institution of higher education or a vocational school that is operated by an agency of the chaderal Government (e.g., the service academies).
 - C. A graduate (ellowship program approved by the Secretary of Education, or
 - D. A renabilitation training program for disabled individuals approved by the Secretary of Education
- 2 For periods not exceeding 3 years for each of the following while rum
 - A. On active duty in the Armed Forces of the United States or serving as an officer in the Commission of Corps of the United States Public Health Service:
 - B. Serving as a Peace Corps Yolunteer:
 - Serving as and, time visc sheel noder Teach of the Domeshi, Vocanteig Sonvice Act of 1973 (ACTION) is quarted as a.g., ViSTAL.
 - D. Serving as a full-time volunteer for an organization exercity from Loderal income taxation under Science 501 (c) 3: of the internal Pavenue Code of 1954, while performing service which is comparable to service performed in the Peace Corps or ACTION programs, or
 - 5. To replace by two by an electric as established by an interaval of a quadred, physician for an attention or continuous as established by my spouse who is temporarily totally disabled, as established by an affigury of a qualified physician.
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AFFIX TO BACK OF PROMISSORY NOTE

Pay to the order of Higher Education Assistance Foundation ("HEAF") without recourse, provided, however, notwithstanding this indorsement without recourse the undersigned hereby expressly

- 1. Warrants that:
 - a) no defense of any party is good against the undersigned; and
 - b) the undersigned is not in default under the terms of that certain Lender Agreement for Guarantee of Student loans with Federal Reinsurance ("Lender Agreement") between it and HEAF, in accordance with which payment of the indebtedness evidenced by this instrument was guaranteed by HEAF.
- 2. Disclaims the implied warranty that it has no knowledge of any insolvency proceeding instituted with respect to the maker of this instrument and instead warrants that to the extent it has knowledge of any such proceeding it has disclosed the same to HEAF, but no other implied warranties are hereby disclaimed.
- 3. Acknowledges that:
 - a) upon payment in full by HEAF of the claim submitted by the undersigned pursuant to the aforesaid Lender Agreement, HEAF will have discharged all of its obligations to the undersigned arising out of said Lender Agreement; and
 - b) notwithstanding payment by HEAF of the undersigned's claim and acceptance by HEAF of transfer of this instrument in consideration thereof, HEAF has not waived any rights that it may have against the undersigned pursuant to the terms of the aforesaid Lender Agreement.

neclentiously seeking but unable to high at

ten evidence of my eligit dity i months in subsert ont was granted no longer exists.

Strate CAPINSE

it toans repaid by the Secretary of Dolonse, the Safaton Act, 1981 (P.L. 96.342, 10 U.S.C. 2141, note).

iocal Service re-ruiter. The program described is a viduals or those not eligible for enlistment in the

SIGNATURE DATE DOUGH

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 2

Maurice Taylor 19946 Strasburg Detroit, MI 48205-1636 Account No. XXXXX7384

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 04/14/11.

On or about 01/08/87, the borrower executed promissory note(s) to secure loan(s) of \$2,625.00 from First Bank (Milwaukee, WI). This loan was disbursed for \$2,625.00 on 04/24/87, at 8.00 percent interest per annum. The loan obligation was guaranteed by Higher Education Assistance Foundation, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The borrower defaulted on the obligation on 08/02/89, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$2,809.56 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on 02/02/93, assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:

\$2,809.56

Interest:

\$4,801.89

Total debt as of 04/14/11:

\$7,611.45

Interest accrues on the principal shown here at the rate of \$0.62 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 5 5 1

Loan Analyst

Litigation Support

Peter La Roche Loan Analyst

Case 5:11-cv-1:3195-JCO-LUM ECF No. 1. RageID 9 Filed 07/25/11 Page 9 of 10

BE SURE TO PUT YOUR INITIALS BY ANY CORRECTIONS YOU HAVE TO MAKE.

Your Name Maurice

GUARANTEED STUDENT LOAN PROMISSORY NOTE

A. IMPORTANT - READ THIS INFORMATION CAREFULLY

The terms "I" and "me" refer to the borrower.

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the right not to 2. When the lender accepts my signed Promissory Note with revelopt-cation, the lender is not make a loan or land an amount less than the Loan Amount Requested I will be required to repay only the amount of money that the lender lends, Laws and

regulations may not allow the lender to lend me as much at, I have asked for After HEAF has agreed to guarantee my loan, the lender wol-send me a Disclosure Statement. The Disclosure Statement will tell me c) the dollar amount of the origination fee I will pay at my disbursement schedule (when I will get;my loan checks) the dollar amount of the guarantee fee I will pay the dollar amount of the guarantee fee I will pay as the total dollar amount of my loan Some of the terms on my Disclosure Statement may be different from what they are on the Promissory Note. If they are different, the terms on the Disclosure Statement apply instead of what is on this Note ii I am not satisfied with the new terms, I may cancel the agreement. If I do wish to cancel this agreement, will contact my

Twis paysing to check the Disclosure Statement as soon as Lifet shand let my lender know it anything looks wrong or if I have any questions and a

qurice Taylor

B. PROMISE TO LAY uromise to pay to the order of First Bank; (N.A.)

140

Milwaukee, Wisconsin

I understand that it prain instances authorized by the Act the payments I am required to make under Section a may be underred. The instances currently authorized by the Act are described on the reverse of this folia. To obtain such determent, I agree to comply with the relevant federal regulations and this fulles and Regulations of the HEAF, including, without imitation, submission of required forms to the dender All of the following amounts, many MAN AMOUNT the section than Amplion Regionship or such lasser amount as is the Etter 51: 6. 5. A Comment districts. The applicable interest rates on a withe figured in the two wind names of that are unpaid principal balance on a Comment of student Loan have an expended principal balance on a Comment of that are not for the applicable interest rate of the state of the two windings of the effect rate of the applicable interest rate of the applicable interest rate of the state of the applicable interest rate of this form will be the arms of state of the other parts at the state of the applicable interest rate of this form will be the arms of state of the state of If a manable to rappy this four in sectorabnee with the terms established under Section 0.1 may request the lander to modify lase tarille in the manner dentified on the reverse side of this Note is understand that a modification of property ment terms under this section is different from Deferment (Section F) and that during this property is remain especiable for payment of interest which the lender may tall collect from the payment of section. warrs at have no outstanding Guaranteed Student Lugue, my applicative interestrate on this less will be 800 H DEFAULT & ACCELERATION If I default on this lose, the lender may declare the entire ungard amount of the loan including interest and applicable late charges immediately due and payable A default may also make me religible for the benefits described under OFFERMENT and REPAYMENT in this Promissory Note. Hurging innoerstand that dil am emple for fedoral interest penelits, the anterest will be paid by I furnish understand that did an employette tederal interessionness, the ungression by plus by the Service of Education (SECONDAY) is during the period and misches of each of the great period described in Section O below, and o provide an interest part of the president period described in Section O below, and o provide our members plantage of the form of the president period of the period of the president period of the perio under HEAF regulations governing the GSLP, any of the following evants is a default.

1) Falling to make any payment when one
2) Making any false representation by the purposes of obtaining this loan.

3) Using the found proceeds for other than educational purposes.

4) Falling to enroll in the school that completes the application for the time identified as my our period. pand Contract compiles the fee withor dedocted frient the antial disbursion. The charge is not subject to record except for the amount attributable to any disbursement or man receive, which will be repeated to approve to appear to the second representation of the record of the second record reco 5) Not notifying the lender immediately if use drop to less than a half-time student, (E) change my name or (d) change my address C. GENERAL
Landon Valor of the first open of the control of the Higher of the control of the Higher of the control of the Higher It I default, I will also pay all charges and other costs - including attorney's less -It it default, I will also pay all charges and other costs including anomaly sites—that are permitted by lederal law and regulations for the collection of these amounts. If this logic is referred for collection to an agency that is subject to the Fair Debt Collection Produces Act, I will pay collection costs not to exceed 25 percent of the unpaid principal and accrued interest. Destarting these time costs not to exceed 25 percent of the unpaid principal and accrued interest. Destarting these times in model allow due and payable and a contract that the expectation of the series is the series of the following the interest of the fair of the londer's and the contract that the expectation of the series is the contract that the expectation of the series is the series of the series D. REPAYMENT

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(b) YOU ARE ENTITIED TO A COPY OF THIS PROMISSORY NOTE.
(c) YOU MAY PREPAY THE UNPAID BACANCE AT ANY TIME WITHOUT PENALTY
(d) IS YOU HAVE ANY QUESTIONS OR WISH TO CANCEL THIS LOAN IT OO NOT CASH
THE LOAN CHECKIS) AND 21 COLC ACT YOUR CENDER as apple

the nature of a control of payment period and the payment of the paymen th such the grand period. Tequest associate repayment period, the letter new grandship a period secret than business in that business that a secret is than future of the letters. \$1.1 must contact the lender and to expression of my grade period to acombate the letter of

EXHIBIT C

At all of the per without persons one regard any time and at an any car of a more reductions because of a first term to be controlled to the controlled to t LENDER COPY

STANDE DEFERMENT OF REPAYMENT

apayments that Lam required to make under Sections efer ed after the repayment period begins, because ocedural requirements set forth in the regulations

AFFIX TO BACK OF PROMISSORY NOTE

Pay to the order of Higher Education Assistance Foundation ("HEAF") without recourse, provided, however, notwithstanding this indorsement without recourse, the undersigned hereby expressly:

- Warrants that:
- a) no defense of any party is good against the undersigned; and
 - b) the undersigned is not in default under the terms of that certain Lender Agreement for Guarantee of Student loans with Federal Reinsurance ("Lender Agreement") between it and HEAF, in accordance with which payment of the indebtedness evidenced by this instrument was guaranteed by HEAF.
- 2. Disclaims the implied warranty that it has no knowledge of any insolvency proceeding instituted with respect to the maker of this instrument and instead warrants that to the extent it has knowledge of any such proceeding it has disclosed the same to HEAF, but no other implied warranties are hereby disclaimed.
- 3. Acknowledges that:
- a) upon payment in full by HEAF of the claim submitted by the undersigned pursuant to the aforesaid Lender Agreement, HEAF will have discharged all of its obligations to the undersigned arising out of said Lender Agreement; and
 - b) notwithstanding payment by HEAF of the undersigned's claim and acceptance by HEAF of transfer of this instrument in consideration thereof, HEAF has not waived any rights that it may have against the undersigned pursuant to the terms of the aforesaid Lender Agreement.

DATE HSCA Claims Supervisor

LP (however, only citizens or nationals may attend

cational school that is operated by an agency of the

of Education; QFY

approved by the Secretary of Education

mile Lam serving as an officer in the Commissioned Corps of

1 11 16

: Volunteer Service Act of 1973 (ACTION programs)

t from Federal income taxation under Section 501 ming service which is comparable to service per

of a qualified physician, or unable to secure emuse who is temporarily totally disabled, as estab

imship that of required for our to gar, and frequence

scientiously seeking but anable to and but time

To be granted a determinit, I must provide the lender with written evidence of my eligibility. I must subsequently notific the fender are seen an the Condition for which the determent was granted no longer exists

MODIFICATION OF REPAYMENT TERMS and the second s If I 300 unable to repay this loan in accordance with the terms established under Section D. I may request the lender to some with the tender may, but is not required to, allow any of the following:

- of A et on upmoded tange in which payments are waived:
- 7. A register into extension of time for making payments.
- 3. Maketay and a constraints than were a spready scheduled.

Lippostand that during this period (will remain responsible for payment of interest which the londer may (a) collect from the on a periodic basis or (ii) add to the principal balance of the loan.

REPAYMENT BY DEPARTMENT OF DEFENSE

Land to the second seco Under contain valuations, mintary personnel may have their loans repaid by the Secretary of Defense, in accordance with Section 902 of the Department of Objense Authorization Act, 1981 (P.L. 96-342, 10 U.S.C. 2141, note.)

Questions cancerning the program should be addressed to the local Service recruiter. The program described is a recognite promain and does not pertain to prior service individuals or those not eligible for enlistment in the Armed Forces